

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this ____ day of _____, 2016, by and between the Board of County Commissioners, Yellowstone County, Montana, hereinafter referred to as the "BOARD" and Dan DeBar, hereinafter referred to as "CONTRACTOR."

1. The BOARD employs CONTRACTOR to conduct the HISET (a national high school equivalency test) testing at the Yellowstone County Detention Facility for inmates housed at the facility.

SCOPE OF SERVICE

2. CONTRACTOR agrees to perform, in a professional, timely manner, all the duties both expressed and implied, that relate to the following scope of services:

Conduct HISET testing for inmates of the Yellowstone County Detention Facility at least once a month for the duration of the contract.

TERM:

3. The term of the contract will commence July 1, 2016 and terminate on June 30, 2017. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

4. The BOARD agrees to pay CONTRACTOR \$25.00 per hour for HISET testing held at the Detention Facility. Contractor will submit an invoice monthly for these services.

INDEPENDENT CONTRACTOR:

5. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this

contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees, are the employee of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, Workers' Compensation or state or federal withholding taxes.

WORKERS COMPENSATION:

6. The CONTRACTOR agrees to provide all required Workers' Compensation coverage for its agents and employees during the term of this contract.

INDEMNITY:

7. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected officials, employees, and agents from liability, loss, or damage (s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as result of Contractor's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of Contractor's agents or employees in the performance of the professional services under contract.

LEGAL REMEDIES:

8. Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses including attorney fees, witness and expert witness fees, and court costs.

9. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

10. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD.

11. This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior

agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

IN WITNESS WHEREOF, the party set their hands and seals this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
Yellowstone County, Montana

DAN DEBAR, CONTRACTOR

JOHN OSTLUND, CHAIR

JEFF MARTIN, Clerk and Recorder

JAMES E. RENO, MEMBER

ROBYN DRISCOLL, MEMBER